

**IN THE UNITED STATES BANKRUPTCY COURT FOR THE
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION**

IN RE:

HUGH LAWRENCE BROOKS
TAMMIE SIMS-BROOKS
Debtors.

BK Case No. 09-02012
Chapter 11

HUGH LAWRENCE BROOKS
TAMMIE SIMS-BROOKS
Plaintiffs,

Judge CARR
Adversary Proceeding
Case No. 18-50350

vs.

CORONADO STUDENT LOAN TRUST

Defendant.

**DEFENDANTS', CORONADO STUDENT LOAN TRUST'S MOTION TO VACATE
DEFAULT JUDGMENT**

Now come Defendants, Coronado Student Loan Trust (hereinafter "Coronado") by and through counsel, pursuant to Federal Rule of Civil Procedure 60(b)(4) made applicable in adversary proceedings by Federal Rule of Bankruptcy Procedure 9024, and hereby move this court for an Order vacating the Default Judgment against Coronado. The reasons for this motion are fully set forth in the attached memorandum in support.

Respectfully Submitted:

/S/ John Erin McCabe
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MEMORANDUM IN SUPPORT

I. STATEMENT OF FACTS

On December 12, 2018, Plaintiffs filed the above adversary proceeding seeking to discharge her student loans pursuant to 11 U.S.C. § 523(a)(8). See Doc. 1. On December 12, 2018, summonses were executed on Coronado. See Doc. 3. Certificates of Service for Coronado were filed on December 28, 2018 by Plaintiff. On January 22, 2019, amended summonses were executed on Coronado. See Doc. 12. Amended Certificates of Service for Coronado were filed on February 4, 2019 by Plaintiff. On March 19, 2019, a Motion for Default Judgment was filed by Plaintiff against Coronado. See Doc. 17. This Court granted Plaintiff's Motion for Default Judgment on April 22, 2019. See Doc. 20.

II. LAW AND ARGUMENT

Rule 60(b) of the Federal Rules of Civil Procedure states in pertinent part,

On motion and just terms, the court may relieve a party or its legal representative from a final judgment, order, or proceeding for the following reasons:

....

(6) any other reason that justifies relief.

....

Fed. R. Civ. P. 60.

A. Coronado seeks to vacate the Default Judgment in order enter into an Agreed Consent to Judgment to formally discharge the student loan(s).

Coronado's sole purpose in vacating the Default Judgment is to enter into an Agreed Consent to Judgment whereby the Plaintiff's Hugh and Tammy Brooks and Defendant Coronado agree that Coronado Student Loan Trust 2018-3 PSL SLX has no objection to the

discharge of its student loan debts in the underlying Bankruptcy Case 09-02012-JMC.

B. Coronado seeks to specify in the Agreed Consent to Judgment the full student loan trust name.

The complete name of the Plaintiff is: *Coronado Student Loan Trust 2018-3 PSL SLX*.

III. CONCLUSION

For the foregoing reasons Defendant Coronado Student Loan Trust respectfully requests that this Court set aside the Default Judgment entered against Coronado Student Loan Trust so that parties may enter into an Agreed Consent to Judgment discharging its student loans.

Respectfully Submitted:

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CERTIFICATE OF SERVICE

The undersigned does hereby certify that a true copy of the foregoing motion was served this 19th day of July, 2019 by regular U.S. Mail upon the following.

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Plaintiff

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